

CARA C. CHRISTENSEN (SBN 43198)  
JESSE A. P. BAKER (SBN 36077 )  
CHAPTER: 7  
PITE DUNCAN, LLP  
The Ogden Building  
9311 SE 36<sup>th</sup> St, Ste 100  
Mercer Island, WA 98040  
Telephone: (425) 644-6471

Honorable Timothy W. Dore  
CHAPTER: 7  
HEARING DATE: February 10, 2012  
HEARING TIME: 9:30am  
RESPONSE DATE: February 3, 2012

**Mailing Address:**

4375 Jutland Drive, Suite 200  
P.O. Box 17933  
San Diego, CA 92177-0933  
Telephone: (858) 750-7600  
Facsimile: (619) 590-1385

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF WASHINGTON - SEATTLE DIVISION**

In re  
SON D NGUYEN AND DAO A DIEP ,

Case No. 11-23940-TWD  
Chapter 7

**DECLARATION IN SUPPORT OF  
MOTION FOR RELIEF FROM  
AUTOMATIC STAY**

Debtor(s).

I, Ines A. Suarez, declare:

1. I am over 18 years of age and am employed as a Vice President of Loan Documents of Wells Fargo Bank, N.A., also known as Wachovia Mortgage, a division of Wells Fargo Bank, N.A. ("Wells Fargo Bank, N.A."). In such capacity, I am authorized to make this declaration regarding the loan described below (the "Loan"). If called to testify in this matter, I would testify under oath as to the following:

2. I have access to and am familiar with Wells Fargo Bank, N.A.'s books and records regarding the Loan, including Wells Fargo Bank, N.A.'s servicing records and copies of the applicable Loan documents. I am familiar with the manner in which Wells Fargo Bank, N.A. maintains its books and records, including computer records relating to the servicing of the Loan. Wells Fargo Bank, N.A.'s records are made at or near the time of the occurrence of the matters set forth in such records, by an employee or representative with knowledge of the acts or events

1 recorded. Such records are obtained, kept and maintained by Wells Fargo Bank, N.A. in the regular  
2 course of Wells Fargo Bank, N.A.'s business. Wells Fargo Bank, N.A. relies on such records in the  
3 ordinary course of its business.

4 3. According to Wells Fargo Bank, N.A.'s books and records, the Loan is evidenced by  
5 a promissory note executed by Dao A Diep and dated February 27, 2008, in the original principal  
6 amount of \$572,000.00 (the "Note"), which was made payable to Wachovia Mortgage, FSB. *See*  
7 Exhibit A.

8 4. The Note is secured by a deed of trust (the "Deed of Trust") relating to the real  
9 property commonly known as 1910 NE 33RD PL, Renton, WA 98056-8015 (the "Property"). The  
10 Deed of Trust reflects that it was duly recorded. *See* Exhibit B.

11 5. Copies of the Note and Deed of Trust which are attached hereto as Exhibits A and B  
12 are true and correct copies of said documents contained in Wells Fargo Bank, N.A.'s business  
13 records.

14 6. On or about December 31, 2007, WSB's charter and bylaws were amended to change  
15 its name to Wachovia Mortgage, FSB ("Wachovia"). A copy of the Office of Thrift and  
16 Supervision's approval letter evidencing the name change is attached hereto as Exhibit C.

17 7. On or about November 1, 2009, Wachovia converted to a national bank with the  
18 name Wells Fargo Bank Southwest National Association ("WFBSW"). On the same date, WFBSW  
19 merged with and into Wells Fargo Bank, National Association. A copy of the Official Certification  
20 of the Comptroller of the Currency evidencing the conversion and merger is attached hereto as  
21 Exhibit D.

22 8. A default exists under the Loan for failure to make payments due and owing under  
23 the Note and Deed of Trust.

24 9. As of December 9, 2011, the total payments due under the Loan are as follows:

25 ///

26 ///

27 ///

28

| PAYMENTS   |                       |                         |                     |
|--|-----------------------|-------------------------|---------------------|
| <u>Number of</u><br><u>Payments</u>              | <u>Payment Amount</u> | <u>Payment Dates</u>    | <u>Total</u>        |
| 4  | \$3,066.20            | 12/15/2008 to 3/15/2009 | \$12,264.80         |
| 12   | \$3,252.90            | 4/15/2009 to 3/15/2010  | \$39,034.80         |
| 12   | \$3,453.60            | 4/15/2010 to 3/15/2011  | \$41,443.20         |
| 8  | \$3,669.35            | 4/15/2011 to 11/15/2011 | \$29,354.80         |
| <b>Total Payments Due as of December 9, 2011</b> |                       |                         | <b>\$122,097.60</b> |

10. An additional payment has come due on December 15, 2011, and on the 15<sup>th</sup> day of each month thereafter until the Loan is paid in full.

11. As of December 2, 2011, the total amount owed under the Note is approximately \$730,038.45.

12. Wells Fargo Bank, N.A. has retained counsel to represent it in this matter, and is thereby incurring attorneys' fees and expenses in this matter.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Executed this 28 day of December, 2011, at San Antonio, Texas.

[Signature]

PRINT NAME HERE: Mrs. A. Gonzalez